

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

**BRENDA WALTER,**

**Plaintiff,**

**v.**

**Case No: 6:20-cv-1961-ACC-LRH**

**AIRBNB, INC.,**

**Defendant.**

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**ORDER**

This cause comes before the Court on the Motion to Compel Arbitration and Stay Litigation or, in the Alternative, Motion to Dismiss and/or for More Definite Statement filed by Defendant Airbnb, Inc. (Doc. 7). Plaintiff Brenda Walter has filed a Notice to the Court conceding that Airbnb is entitled to the relief sought in its Motion to Compel Arbitration (Doc. 35); thus, the Motion to Compel Arbitration is unopposed. For the reasons set forth below, the Court will compel arbitration.

**I. BACKGROUND**

Plaintiff Brenda Walter, the personal representative of the estate of Carol Althea Lewis, brings this case pursuant to Florida's Wrongful Death Act. (Doc. 1-1 ¶ 16). In her Complaint,<sup>1</sup> Plaintiff alleges that Ms. Lewis booked a short-term property rental and excursion through Airbnb and "died as a result of dangerous and hazardous conditions during said excursion." (*Id.* ¶¶ 9-10). In its Motion to Compel

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<sup>1</sup> On September 11, 2020, Plaintiff filed her Complaint in state court. (Doc. 1-1). On October 22, 2020, Airbnb removed the action to this Court. (Doc. 1).

Arbitration, Airbnb alleges that Plaintiff's claim "cannot proceed in this forum" because it is "subject to mandatory contractual arbitration." (Doc. 7 at 1).

## **II. LEGAL STANDARD**

Pursuant to the Federal Arbitration Act (FAA), in a contract for a transaction involving interstate commerce, a written provision requiring arbitration for claims or controversies arising out of the contract or transaction "shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. A party to a contract with an arbitration agreement may move the court to compel arbitration, and the court must compel arbitration if the parties contractually agreed to arbitrate the claims at issue. *See id.* § 4. At the request of one of the parties bound to arbitrate, the court must also stay the proceedings pending resolution of the arbitration. *See id.* § 3. Specifically, "the FAA requires a court to either stay or dismiss a lawsuit and to compel arbitration upon a showing that (a) the plaintiff entered into a written arbitration agreement that is enforceable 'under ordinary state-law' contract principles and (b) the claims before the court fall within the scope of that agreement." *Lambert v. Austin Ind.*, 544 F.3d 1192, 1195 (11th Cir. 2008) (citing 9 U.S.C. §§ 2–4; *Paladino v. Avnet Comput. Techs., Inc.*, 134 F.3d 1054, 1061 (11th Cir. 1998)).

## **III. ANALYSIS**

Here, Airbnb has asserted that Ms. Lewis assented to the relevant arbitration agreement when she agreed to Airbnb's Terms of Service during the account

registration process, and Plaintiff has conceded that “there are no remaining legal arguments to oppose Defendant’s Motion to Compel Arbitration.” (Docs. 7, 35). The arbitration agreement included in Airbnb’s Terms of Service stated, in relevant part:

You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the Airbnb Platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, “Disputes”) will be settled by binding arbitration (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Airbnb agree that the arbitrator will decide that issue.

(Doc. 34-5 at 14).

As Plaintiff has conceded that Airbnb is entitled to the relief sought in its Motion to Compel Arbitration (Doc. 7), the Court will enforce the agreement and compel arbitration.


#### **IV. CONCLUSION**

Based on the foregoing, it is ordered as follows:

1. Defendant Airbnb, Inc.’s Motion to Compel Arbitration and Stay Litigation or, in the Alternative, Motion to Dismiss and/or for More Definite Statement (Doc. 7) is **GRANTED** in part and **DENIED** in part:
  - a. To the extent the Motion requests the Court to compel arbitration and stay litigation, the Motion is **GRANTED**;
  - b. In all other respects, the Motion is **DENIED AS MOOT**.
2. The Clerk is directed to administratively close this case.

3. Defendant Airbnb, Inc. shall submit a Report concerning the status of arbitration by May 1, 2021 and every three months thereafter.

**DONE** and **ORDERED** in Chambers, in Orlando, Florida on February 10, 2021.

  
ANNE C. CONWAY  
United States District Judge

Copies furnished to:

Counsel of Record